

FORM – 3B

Standard Agreement Form for Net-metering/ Bi-directional metering of Solar PV Project

This Agreement is made and entered into at (location) on this (date) __day of (month) between The Eligible Consumer, residing at (address) as first party AND _____ Distribution Licensee (herein after called as Distribution Licensee) and having its registered office at (address) as second party of the agreement.

And whereas, the Distribution Licensee agrees to benefit the eligible consumer for the electricity generated from his Solar PV Project of capacity _____watts and as per conditions of this agreement and net-metering/ bi-directional metering orders issued by the Odisha Electricity Regulatory Commission.

Both the party hereby agrees to as follows:

1. Eligibility

1.1 Eligibility for net-metering/ bi-directional metering has been as specified in the relevant order of the Odisha Electricity Regulatory Commission. Eligible consumer is required to be aware and understood, in advance, of the standards and conditions of his system for being integrated into distribution system in conformity with the order of the Commission and other conditions mentioned.

2. Technical and Interconnection Requirements

2.1 The eligible consumer agrees that his solar PV Project and net' metering/ bi-directional metering system will conform to the standards and requirements specified in the following Regulations and codes as amended from time to time.

- a) CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013 and amendments thereto.
- b) Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 and amendments thereto.
- c) OERC Distribution (Conditions of Supply) Code, 2004 and amendments thereto.

2.2 Eligible consumer agrees that he has installed / will install, prior to connection of Photovoltaic system to Distribution Licensee's distribution system, an isolation device

- (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Licensee to have access to and operation of this, if required and for repair and maintenance of the distribution system.
- 2.3 Eligible consumer agrees that in case of a power outage from Distribution Licensee's system the photo voltaic plant will not inject any power into Licensee's distribution system and also ensures that automatic isolation or islanding protection of Solar PV system.
 - 2.4 All the equipment connected to distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and amendments thereto.
 - 2.5 Eligible consumer agrees that licensee will specify the interface/inter-connection point and metering point.
 - 2.6 Eligible consumer and licensee agree to comply with the relevant CEA regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage frequency, flicker etc.,
 - 2.7 Due to Distribution Licensee's obligation to maintain a safe and reliable distribution system, eligible consumer agrees that if it is determined by the Distribution Licensee that eligible consumer's photovoltaic system either causes damage to and/or produces adverse effects on other consumers or Distribution Licensee's assets, eligible consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Distribution Licensee and correct the problem at his own expense prior to a reconnection.
- 3. Clearances and Approvals**
- 3.1 The eligible consumer agrees to obtain all the necessary approvals and clearances (environmental and grid connected related) before connecting the photovoltaic system to the distribution system.
- 4. Access and Disconnection**
- 4.1 Distribution Licensee shall have access to metering equipment and disconnecting means of photovoltaic system, both automatic and manual, at all times.

4.2 In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, Distribution Licensee may disconnect service to the premise.

5. Liabilities

5.1 Eligible consumer and Distribution Licensee will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Distribution Licensee's distribution system.

5.2 Distribution Licensee and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

5.3 Distribution Licensee shall not be liable for delivery or realization by eligible consumer for any fiscal or other incentive provided by the Central/State government beyond the scope specified by the Commission in its relevant Order.

6. Commercial Settlement

6.1 All the commercial settlement under this agreement shall follow the Net metering order issued by the OERC.

7. Connection Costs

7.1 The eligible consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The eligible consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system in case it is required.

8. Termination

8.1 The eligible consumer can terminate agreement at any time by providing Distribution Licensee with 90 days prior notice.

8.2 Distribution Licensee has the right to terminate Agreement on 30 days prior written notice, if eligible consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach.

8.3 Eligible consumer agrees that upon termination of this Agreement, he must disconnect the photovoltaic system from Distribution Licensee's distribution system in a timely manner and to Distribution Licensee's satisfaction.

In the witness, whereof of Mr. _____ for and on behalf of _____
(Eligible consumer) and Mr. _____ for and on behalf of _____
(Distribution Licensee) sign this agreement in two originals.

Eligible Consumer Name

Distribution Licensee Name

Address

Designation

Service Connection Number

Office Address

Witness to the execution
on behalf of eligible consumers

Witness to the execution
on behalf of Distribution Licensee

1. Name :
Address :

1. Name :
Address :

2. Name :
Address :

2. Name :
Address :

* The Licensee may impose any other condition(s) depending upon the requirement of connectivity of a specific project. The additional condition(s), if any, should conform OERC Distribution (Condition of Supply) Code, 2004.